CONTRACT FOR "SATISFACTORY" ARTICLE.—In *Pennington* v. *Howland*, (R. I.), 41 Atl. 890, it is held that an artist who contracts to paint a "satisfactory" portrait for defendant, cannot recover if the defendant is not satisfied with the work, no matter how abundant the evidence may be of the excellence of the portrait, since under such a contract the defendant is made sole judge. The court points out the familiar distinction between those cases where the work, stipulated to be satisfactory, is intended to gratify personal taste and convenience, in which the decision of the defendant, howsoever whimsical, is final, and cases where the elements of taste and personal judgment are wanting, and where it is generally sufficient to show that the work as done ought to be satisfactory, and would be to a reasonable per on. The detinction, however, has not been universally accepted, and some of the courts permit the promisor to reject, under a contract for satisfaction, even where the rejection is unreasonable, if he act in good faith. *McCurren* v. *McNulty*, 7 Gray, 139; *Gibson* v. *Cranage*, 39 Mich. 49; *Zaleski* v. *Clark*, 44 Conn. 218; *Brown* v. *Foster*, 113 Mass. 136; *Hawkins* v. *Graham*, 149 Mass. 284 (14 Am. St. Rep. 422); *Boiler Co.* v. *Garden*, 101 N. Y. 387 (54 Am. Rep. 711, and note); *Machine Co.* v. *Smith*, 50 Mich. 565 (15 N. W. 906); *McClure* v. *Briggs*, 58 Vt. 82 (2 Atl. 583); *D. M. Osborne & Co.* v. *Francis*, 38 W. Va. 312 (18 S. E. 591); *Doll* v. *Noble*, 116 N. Y. 230 (15 Am. St. Rep. 398 and note); Clark on Cont. 666.

In *Averitt* v. *Lipscombe*, 76 Va. 404, it was held that a vendee of real estate, who had contracted for a "satisfactory" title, might reject the title even though the court might be of opinion that it was good. Burks, J., who delivered the opinion, said: "It is immaterial that this court now considers that the vendors were and are able to make good a title. That is not the question. The contract left it to the purchaser to determine for himself the matter of title. If, on examination, he was not in good faith satisfied with the title, he was not to be bound. The bargain was at end." See also *Watts* v. *Holland*, 89 Va. 999.

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RIGHT TO KILL ANIMALS DAMAGE FEASANT.—Persons charged with shooting fireams without reasonable excuse, in violation of an ordinance, are held, in *Chesterfield* *Ratliff* (S. C.), 41 L. R. A. 503, entitled to show that they were shooting at a rabbit in a corn patch, and that they had suffered from depredations of the rabbits, in order to present a reasonable excuse for the shooting. Whether the excuse was or was not reasonable is held to be a question for the jury.

The most learned and exhaustive opinion to be found in the books, on the right to kill animals *damage feasant*, is that by Doe, J., of the Supreme Court of New Hampshire, in *A drich* v. *Wright*, 53 N. H. 398 (16 Am. Rep. 339). The suit was to recover a s a utory penalty for killing minks out of season. The defendant pleaded that the minks were chasing his geese. It seems to have been a bad day for minks, as the defendant killed four of them at a shot. There was no proof that minks were accustomed to kill geese, or that the defendant's geese were in imminent danger, or that they might not have been protected by merely frightening or driving off the minks. The amount of penalties involved was $40.

Doe, J., delivered an opinion covering thirty pages, in which he vindicates the right of the defendant to kill the minks in spite of the statute, basing the decision principally upon the constitutional provision that "all men have certain natural, essential and inherent rights, among which are the enjoying and defending life